

NATIONAL SUPPLEMENTAL  
IDIQ CONTRACT FOR  
COST ENGINEERING SERVICES

GENERAL SERVICES ADMINISTRATION  
SOUTHEAST SUNBELT REGION

REAL ESTATE, DESIGN AND  
CONSTRUCTION

Dated March 01, 2001

Amended April 6, 2004

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Statement of Work  
March 01, 2001  
Amended August 16, 2001  
Amended April 6, 2004  
GSA Master Cost Engineering Contract

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## SCOPE OF ARCHITECT-ENGINEER SERVICES

### MASTER INDEFINITE DELIVERY - INDEFINITE QUANTITY CONTRACT

#### I. GENERAL

This is a master **Indefinite Delivery Indefinite Quantity (IDIQ) Contract** obligating the Architect-Engineer (Contractor) to provide all management, supervision, manpower, administrative support, materials, supplies, and equipment necessary for all federal agencies who fund and/or manage, in whole or part, a design and/or construction program and determines a need for cost engineering services.

The intent of this master contract is to provide a vehicle for total cost management services to any design and/or construction program activity managed, and/or funded partially or wholly by the Federal Government.

The Contractor shall plan, schedule, coordinate and ensure the full, effective, efficient, and economical performance of all services ordered under this contract. **The Contractor must respond to Government contacts/communications within one business day.** This contract requires computerized capabilities of the Contractor. The Contractor is required to provide its own office equipment and ADP hardware/computer equipment adequate to fully satisfy all operational requirements of this contract using existing resources. This should be considered in developing the fee proposal as no reimbursement is authorized for such items relative to the solicitation or resulting contract.

#### II. CONTRACT EFFECTIVE PERIOD(S).

A. This Contract is effective for a **Base Period of one-year from the date of contract award and four (4) Option renewal periods of one-year each, for an estimated**

**\$5,000,000 in each effective period, for a potential dollar total amount of \$25,000,000 over the five (5) year period. Award of this contract has been made to a multiple number of Contractors. The above stated limit of \$5,000,000 per effective period applies to each of the five multiple-award Contractors (See Appendix "A").**

The exercise of each Option is a Government prerogative, not a contractual right. If so performed, the Options will be executed via unilateral contract modifications (SF-30), which include the revised fixed pricing to be used for contract Task Orders awarded during the next contract period. **See Clause VIII for Indefinite Quantity Ceiling (IQC) balance forwarding.**

B. The basic contract may not be modified to enlarge its scope. However, at the end of the final Option Year, the expiration date may be extended for an aggregate total of six months.

### III. PLACES OF PERFORMANCE

A. Professional Services will be rendered under this contract on an as-needed basis for federally owned, leased, funded or assisted design and/or construction projects and/or programs. The services may be rendered at the office(s) of the various Contractor team members, on-site to the offices of the various Governmental agencies, on-site to various Government project sites, as well as on-site to remote Government installations.

**The GSA Regional locations are: 1. New England, Boston, MA; 2. Northeast & Caribbean, New York, NY; 3. Mid Atlantic, Philadelphia, PA; 4. Southeast-Sunbelt, Atlanta, GA; 5. Great Lakes, Chicago, IL; 6. The Heartland, Kansas City, MO; 7. Greater Southwest, Fort Worth, TX; 8. Rocky Mountain, Denver, CO; 9. Pacific Rim, San Francisco, CA; 10. Northwest/Arctic, Auburn, WA; 11. National Capital, Washington, DC.**

### IV. CONTRACT SCOPE OF SERVICES.

Professional cost engineering services will be rendered under this contract on an as-required basis for all Government Agencies administering or funding, in whole or part, design and/or construction programs. Cost engineering services may be required at any time during a project/properties development and delivery, including: planning, design, construction, operations, and shutdown of facilities or properties.

A. Projects and programs which fall under the provisions of this contract include the planning, design, construction, operations, and/or shutdown of the following:

- 1) Federally owned and/or leased real property, civil works projects and properties, transportation projects and properties, environmental site clean-up and management projects, and power generation projects and properties.
- 2) Federally-funded real property projects, civil works projects and properties, transportation projects and properties, environmental site clean-up and management projects, and power generation projects and properties. This includes projects executed at the federal, state and local levels of Government. (See note below)
- 3) Federally-assisted real property projects, civil works projects and properties, transportation projects and properties, environmental site clean-up and management projects, and power generation projects and properties. This includes projects executed at the federal, state and local levels of Government. (See note below)

**Note: This contract is in-place for use by Federal agencies, that are responsible for wholly or partially Federally funded, sponsored, assisted or granted design and/or construction programs / projects which are executed, in whole or part, at the Federal, State and Local levels. Currently, only Federal Agencies are exclusively eligible to order against this contract.**

**If, over the life of this contract, any changes to the most current Intergovernmental Cooperation Act occur, which provide State and Local Governments access to this contract vehicle, an amendment to this basic contract will follow to reflect such. Such an amendment will provide State and Local Governments responsible for executing Federally funded, assisted, sponsored, or granted design and/or construction programs/projects eligibility to order against this contract.**

B. This contract may be used to order services required in the design and implementation of new cost engineering programs necessary for the total cost management of design and/or construction programs. These services include, but are not limited to the following:

- 1) Development of new guidelines, policies, procedure manuals, training guides
- 2) Development of benchmarking and measurement standards and programs
- 3) Development, and/or management of, and/or purchase of cost management tools, systems and/or databases
- 4) Economic growth studies
- 5) Labor productivity studies
- 6) Project and/or Program Feasibility Studies
- 7) Economic analyses

- 8) Cost-to-Benefit analyses
- 9) Risk Management and Analyses
- 10) Property Condition Assessments, including Cost Assessments
- 11) Liability Analyses
- 12) Cost and price forecasting
- 13) Cost and price analyses
- 14) Value engineering/Value management Services
- 15) Market Analyses
- 16) Constructability Analyses
- 17) Contract Negotiations Support
- 18) Earned Value Management Systems
- 19) Cost and Schedule Control Systems Development and Management
- 20) Resource and activity planning/scheduling
- 21) Schedule Analyses
- 22) Claims Management & Analyses

C. Functional support/expertise will typically be required in the areas of cost and price forecasting, cost and price analyses, resource and activity planning/scheduling, cost & schedule controls, value management, economic analyses, risk management, liability analyses, and constructability analyses.

D. The Contractor shall be able to provide any level of cost engineering need, from total support to specialty services needed to augment existing Government capabilities.

E. The Government has determined the following disciplines and/or consultants to be required: Cost Engineers (Architectural, Civil, Environmental, Structural, Mechanical, and Electrical), Cost Estimators (Architectural, Civil, Environmental, Structural, Mechanical, and Electrical), Schedule Analyst, Risk Analyst, Value Specialist, Architect, Design Program Architect, Courts Architect and Blast, Civil, Environmental, Structural, Mechanical, Fire Protection and Electrical Engineers.

## V. GENERAL REQUIREMENTS.

A. Approach. The Contractor shall provide Cost Engineering and related services and submissions for all projects ordered in accordance with the requirements of this contract and the individual contract Task Orders. All requirements will be procured through the issuance of contract Task Orders. **Contract Task Orders shall not be used to modify the terms and conditions of this contract.** Each contract Task Order will include a project specific Statement of Work. The Extended Contract Man-Hour Rates will be used

for pricing levels of effort. The Contractor must use any applicable GSA or other ordering agency-specific forms and procedures as instructed by the Contracting Officer's Representative/Project Officer (COR/PO). Unless specifically authorized by the COR/PO on a case by case basis, no Contractor submissions may be handwritten.

B. This is a **Indefinite Quantity Indefinite Delivery (IDIQ) contract with firm fixed price Task Orders**. New Disciplines/Labor Categories not already included in this contract must first be priced and incorporated by modification to the basic contract. Other pricing factors will be evaluated and included in unit prices accepted by the Government, if adequate cost and pricing data is not available to the Procuring Contracting Officer.

C. Other Direct Costs (ODCs). Reimbursable expenses for incidental demand requirements budgeted for within the contract ceiling price as a requirements allocation, are limited to (1) authorized reproduction, (2) authorized travel and subsistence, (3) photographs, (4) presentation materials, (5) Field Testing, (6) any other government requested materials or services.

D. Performance. Upon execution of services ordered, the Contractor is required to operate in both anticipatory and reactive modes; the Contractor must take the initiative, act in advance to generate activity, and follow-up so that all services are started and completed as early as possible. **Timely performance by all firms is essential under this contract.** The Contractor shall not construe any actions taken under this contract as absolving its personnel and the firms involved from their duties and responsibilities to properly execute every Task Order in accordance with current professional standards and applicable Task Order references.

E. Interactions. The Contractor must establish all necessary liaisons, coordination, and support with any project related agencies and representatives at the Federal, State, Regional, and Local levels as appropriate for each contract Task Order or as required by the COR/PO, and ensure that any needed follow-up actions are taken promptly.

F. Coordination with other A-E/CM. When requirements are ordered at projects supported by another A-E and/or CM firms, the Contractor shall coordinate services performed under this contract through the project A-E/CM in a fully cooperative manner.

G. Meetings and Documentation:

- 1) Schedule periodic meetings with the COR/PO, other A-E, CM, other firms, and individuals involved with the projects for the purposes of discussing procedures, progress, problems, scheduling, and other pertinent matters. The Contractor must



fully document all such discussions, and continue to report on its progress and work efforts to the COR/PO.

2) Participate with the COR/PO in the Time of Performance (TOP) conferences at or near the completion of Task Order deliverables. Provide project information, and technical and other support as required by the COR/PO.

3) The Contractor will take minutes of meetings when required in contract Task Orders; the format must be acceptable to the COR/PO. Minutes must include meeting date and time; agenda; meeting location; list of participants with their affiliations, addresses, and telephone numbers; be fully descriptive of issues, problems, and decisions made; and action items with names of responsible parties and deadlines. In addition, the minutes must provide as attachments all exhibits and references distributed as handout materials, unless the materials are part of a formal submission. The Contractor will provide complete copies of all minutes to the COR/PO and all attendees within 3 working days. All challenges to the minutes will be reflected in revised versions, with distribution to everyone who received the previous minutes.

#### H. Problems:

1) Advise the COR/PO of any disagreements with officials involved in the projects, i.e. A-Es, CMs, construction contractors, etc., which cannot be resolved by the Contractor within 3 calendar days. Make recommendations concerning cost controls, scheduling, levels of effort, and maintaining the approved completion time allocations for submissions.

2) Advise the COR/PO of potential delays in completion of any aspects of the task orders; provide recommendations on actions necessary for keeping the services on schedule.

3) Advise the COR/PO immediately of any problems which are outside the responsibilities of the Contractor as specified in this contract. Suggest resolutions for such problems, and follow-up as required by the COR/PO.

I. Primary data collection. It shall be the sole responsibility of the Contractor to obtain all information required to successfully carry-out each contract Task Order, other than the information provided by the Government. The Contractor must undertake a program of primary (field) data collection in those areas where existing data does not exist, is not valid, or is not sufficient to perform thorough analyses. In cases where the Contractor believes that available information is inadequate, or of such poor quality that the integrity of the study conclusions may be compromised, the Contractor will be required by the COR/PO to substantiate its position, and propose data collection efforts specific to that position as part of the Progress Reports.

J. Reports. Draft and/or final reports are to be prepared based on necessary and appropriate research, surveys, conferences, and factual information from other data sources, and must give full consideration to the views and comments expressed by the Government and other appropriate reviewing parties.

K. Comments. Solicit and/or collect comments from all participating parties, and consolidate them with all related supporting data into project studies and/or reports. Transmit these documents together with any supporting drawings to the COR/PO.

Include recommendations regarding approvals of submissions, and meet with the Government and other concerned authorities to discuss any comments.

L. Submissions. Prepare documents relating task order contract requirements, including scopes of work, schedules of submissions, cost estimating, and other submissions as required by the COR/PO.

M. ADP Support. The Contractor must submit manageable data and data bases as specified herein. In turn, information may be delivered to the Contractor in electronic format. The Contractor shall provide its own ADP hardware/computer equipment and software to fully satisfy all operational requirements for contract Task Orders, and all associated costs must be included in the established pricing for this contract as no reimbursement is authorized for such items. The contractor's equipment and software must be compatible with the system and software used by the Government. The ADP support needed includes various cost management software, such as Success, version 4.1 or later, BSD Cost Link, M-Cases Gold, PACES, TRACES, RACER, Timberline, etc, as identified by the Ordering Agency. Expertise is required in the application of an array of scheduling and project management tools, including, but not limited to Primavera P3 Project Planner, Sure Track, and Microsoft Project 97 or later. Knowledge and experience is expected in the application of risk analysis software such as Crystal Ball and/or @Risk.

## VI. STANDARD PROFESSIONAL SERVICES.

(Applicable to all contract Task Orders)

### A. THE ARCHITECT-ENGINEER (CONTRACTOR) SHALL:

- 1) Visit all project sites, when necessary. Hold conferences and discussions with Government representatives. Take such discretionary actions as may be necessary, or effect those required by the COR/PO to obtain the data needed for performance of the services under each contract Task Order.

- 2) Assist Ordering Agency in conferring with and coordinating work through Federal, State, and Local government agencies.
- 3) Closely coordinate contract work with the related work of Government staff, and other Contractors when applicable.
- 4) Where relevant for a contract Task Order, prepare any additional explanatory computations, drawings or sketches, and other materials for Government use in cost modeling, program development, feasibility studies, project budgeting economic analysis, value management studies and analyses, cost/price estimating and analyses, schedule analyses, claims analyses, contract negotiations, etc.

When necessary, for support of feasibility studies, cost modeling, project budgeting, economic analyses, value management services, and claims management services, the Contractor will have the responsibility of ensuring the development of conceptual and tentative level design solutions to meet the specific Government requirements. The Contractor will have the responsibility of ensuring qualified design review services, by qualified personnel, where appropriate for claims management, value management and constructability analyses services.

- 5) Promptly report to the COR/PO any ambiguities or discrepancies when discovered in project requirements, working criteria, drawings, or any other documents involving contract work.
- 6) Task Order assumptions must be clearly stated, understood, and be mutual. Ensure that all completed work products comply with applicable Ordering Agency standards and with the Statements of Work specified for the projects. Notify the COR/PO of any conflicts or other problems in the documents that require resolution.
- 7) Advise the COR/PO of potential delays in completion of any aspects of Task Orders. Provide recommendations on actions necessary for keeping the projects on schedule.
- 8) Provide progress/status reports on work being performed as instructed by the COR/PO. Attend progress meetings. Keep Government and representatives fully apprised of project activities, schedules, and any issues relative to work in progress.

The initial Progress Report is due and the first project performance review will be conducted by the COR/PO on or about the 15th calendar day after the Task Order notice to proceed. Thereafter, Progress Reports and project reviews will be held every two weeks or as determined by the COR/PO until all project work is completed. For these on-board reviews, the Contractor must provide Progress Reports organized as follows: (a) Summary, (b) Critical Issues, (c) Recommendations, (d) Work Performance. In Section (d) of the Progress Report, provide accurately stated details of the progress made to date; problems encountered and/or any anticipated changes; logical blocks of work planned (with bar charts or other suitable graphs for illustration

and clarification) for accomplishment by the next review; and any other information the Contractor deems appropriate - in consultation and cooperation with the COR/PO - that will enable the Government to keep abreast of the overall work efforts.

9) Perform all contractual services within the prices agreed upon and the Government's budget constraints. Report to the Government at least monthly or as otherwise directed by the COR/PO on the status and projected final costs of the projects, and when necessary, recommend actions to remain within budget.

10) Additional Services. When required to support the work being performed under any project Statement of Work, the contract Task Order may be modified to include providing reimbursable services such as those listed below. All such work must be authorized in advance by the COR or CO.

a) Professional/Expert Witnesses at Legal and/or Congressional Hearings. The Contractor must provide witnesses, including any persons employed by or in any way responsible to the Contractor for data input and/or preparation of submissions, in support of the documents. The Contractor also will be responsible for arranging and providing professional/expert testimony at any required Congressional proceedings where assistance is required.

b) Availability for additional issues. The Contractor will be required to handle additional issues after completion of the submissions on each Task Order if supplementary efforts are deemed necessary by the Government.

#### B. GOVERNMENT RESPONSIBILITIES:

1) Issue individual contract Task Orders specifying the professional services required for various projects.

2) Furnish current Ordering Agency handbooks, design data, guide specifications, and other pertinent references to Contractor.

3) Provide unique project data including drawings and other available project documents.

4) Where necessary, the COR/PO will arrange authorization for the Contractor's access to study existing / proposed jobsites.

5) Review all materials submitted by the Contractor. For purposes of efficiency, on-board reviews will be arranged and form the bases of reviewing individual submissions.

6) Confer with and advise the Contractor on appropriate contact sources in Federal, State, Regional, and Local government agencies, public and private utility companies, etc., and assist the Contractor in arranging meetings with designated officials, when it is not possible or efficient for the Contractor to so.

- 7) Advise the Contractor of all formal meetings, presentations, etc., at which attendance is mandatory with at least 3 calendar days advance notice whenever possible.
- 8) Provide copying, distribution, and mailing services for submissions and documents when these must be produced in bulk quantities.

## VII. HANDBOOKS/REFERENCES.

Reference materials or appropriate portions thereof will be made available after award, as applicable to the projects, upon written requests by the Contractor. The Ordering Agency will also provide other Government guidelines and handbooks as the needs arise. The Contractor must become familiar with and use the applicable versions/revisions in effect as of the effective date of each Task Order issued under this contract, and the Contractor is required to comply with the standards, policies, and procedures set forth in all such references.

## VIII. QUANTITIES AND CONDITIONS OF WORK.

A. Estimated Quantity of Work is not Guaranteed. Except as provided herein, the Contractor is obligated to satisfy the requirements for professional services and deliverables which are ordered from time-to-time through individual contract Task Orders and their modifications. All requirements ordered will be based on estimated quantities within the project specific Statement of Work. No guarantees are implied or expressed by the Government in any way that services and deliverables will be ordered, except as stipulated below in paragraph "B".

B. Guaranteed Minimum. The Government will order at least \$2,500 in combined services and deliverables during the Base Period of this contract.

**C. Maximum Total Contract Amount. The Indefinite Quantity Ceiling (IQC) for each effective period is \$5,000,000, for a potential aggregate dollar total of \$25,000,000. The unused IQC balance of each period may be brought forward to the succeeding periods. If program requirements exceed the IQC for the Base year and/or any or all Option years, the Procuring Contracting Officer will modify the IQC to compensate for the requirements. Only the Procuring Contracting Officer shall order this modification.**

**The IQC of \$5,000,000 per effective period is designated for each of the five multiple award Contractors selected for award (See Appendix “A”).**

D. Work by Others. The Contractor shall not expect exclusive rights to all work covered by this contract. The Government reserves the right to undertake by contract, by Government personnel, or by other means, the same or similar kinds of work included in this contract, depending on the availability of resources. Such actions shall not be violations of this contract, and shall not be considered as terminations in whole or in part of any work procured through this contract.

#### IX. LEVEL OF EFFORT

While the Contractor is totally responsible for its performance and deliverables, the Government may require that work be accelerated at certain times to preserve its obligations for accomplishment of the projects. If necessary, this may include issuing contract Task Orders/Task Order Modifications to the Contractor which entail a given number of man-hours for specific Disciplines/Labor Categories and Extended Contract Man-Hour Rates.

#### X. OTHER CONTRACTS.

The Government may undertake or award other contracts related to the projects including, but not limited to, Construction Management (CM) services, A-E Design services, other consulting contract services. The Contractor shall cooperate fully with all such other contractors, Government employees or officials involved, and as necessary must carefully adapt the scheduling and performance of work under this contract to accommodate the other work, heeding any instructions which may be provided by the COR/PO. The Contractor shall not commit or permit any acts that will interfere with the performance of work by any other contractor or by Government personnel.

#### XI. CONTRACT TASK ORDERS.

A. Controls. Task Orders will be used to order services and related deliverables as specified in the Schedule. Contract Task Orders **shall not** specify options or other requirements that are not provided for in this contract. Task Orders are not to be used as change orders or contract modifications to this contract. New disciplines/labor

categories and work items not already included in this contract must be approved and then incorporated by modification to this contract.

**B. Interagency ordering protocol.** For the purposes of 1) Determining which ordering procedure addressed in Part XXXIX of the Statement of Work, GSA Interagency Cost Recovery Fee Schedule, applies, and 2) Establishing the initial Memorandum of Agreement (Reimbursable Work Authorization) between GSA, PBS Southeast Sunbelt Region and the Ordering Agency (see Appendix D), the Requiring Office, upon the determination of need for use of this contract, shall contact the Contracting Officer's Technical Representative listed below in Part XI.F.2.A of the Statement of Work.

**C. Task Order Ordering Procedures.** As project and/or program requirements arise, the Government will place Task Orders with the Contractor as follows:

- 1) The Ordering Contracting Officer's Representative/Project Officer (COR/PO) will draft a project specific Statement of Work that includes the services, quality criteria, schedule for performance, and deliverables to be required under the task order.
- 2) COR/PO will prepare an Independent Government Estimate (IGE). The estimate shall be prepared on the basis of a detailed analysis of the required work as though the Government were submitting a proposal.
- 3) Multiple awards of this master contract have been made to five most highly qualified Contractors. (For identification of the Contractors, see Appendix "A"). The Ordering Contracting Officer/COR/PO shall be mindful of the requirement to give consideration for a fair opportunity to each of the multiple award contractors on each order placed under the contract, within the following confines:

- a) For orders estimated to cost under the \$2,500 threshold, the Ordering Contracting Officer may go the firm of their choice.
- b) For orders estimated to cost between \$2,500 and \$25,000, the competition process will require consideration to be given to each of the awardees.

Consideration will be attained through the completion of the evaluation form (See Appendix B, Page B-1) by the Ordering Contracting Officer or Contracting Officer's Representative/Project Officer (COR/PO). Submission of the selection evaluation form, along with a copy of the order will be made to the Procuring Contracting Officer for the official contract file.

c) For orders estimated to cost between \$25,001 and \$100,000, the Ordering Contracting Officer will submit a request for interest to each of the multiple-award Contractors. The request for interest will include the general scope, nature, complexity, purpose of the services required, and the evaluation criteria that will be used to judge the technical competency of each of the firms meeting the specific requirement addressed.

Interested firms will respond, within the time frame specified by the Ordering Contracting Officer, with a letter of interest. The letter of interest must include a brief overview of the firms qualifications tailored around the evaluation criteria elements identified by the Ordering Agency. The letter of interest will serve as the basis for the technical review performed by the COR/PO.

The COR/PO and the Contracting Officer shall consider and assess all responses in accordance with the criteria stated in the Request for Interest. Upon review of the Contractor's responses, the ordering COR/PO will determine who is the most technically qualified firm for a specific task order. The technical assessment of the firms will be in accordance with the guidelines addressed in Appendix B, Page B-2.

Submission of the selection evaluation form (Appendix B, Page B-2), along with a copy of the order will be made to the Procuring Contracting Officer for the official contract file.

d) For orders exceeding \$100,000, the Ordering Contracting Officer shall submit a request for interest to each of the multiple-award contractors. The request for interest will include the Statement of Work for the services required, and the evaluation criteria that will be used to judge the technical competency of each of the firms meeting the specific requirement addressed.

The interested Contractors will notify the ordering CO, by e-mail, within the required time frame determined by the Agency, of their respective interest in meeting the requirement. The ordering CO will then submit a formal Request For Technical Proposal and all supporting documentation to the interested firms.

The Contractor(s) will then submit, within a time frame specified by the ordering CO, a technical proposal. The technical proposal will include a general overview of the firms qualifications and the Contractor's planned approach at meeting the requirements. The technical proposal must be tailored around the evaluation criteria identified in the Request For Technical Proposal.



The COR/PO shall evaluate all technical proposals, including the Contractor's planned approach and the technical criteria stated in the Requests.

Subsequent to evaluation of the Contractor's responses, the ordering COR/PO will determine who is the most technically qualified firm for a specific task order. The technical evaluation of the firms will be in accordance with the guidelines addressed in Appendix B, Page B-3.

If there are fewer than two technical proposals received for any order estimated to cost greater than \$100,000, the Ordering Contracting Officer shall notify the Procuring Contracting Officer and/or the GSA COTR by way of e-mail prior to award.

Submission of the selection evaluation form (Appendix B, Page B-3), along with a copy of the order will be made to the Procuring Contracting Officer for the official contract file.

As specified under FAR 16.505(b)(2), the conditions excepting the ordering contracting officer from meeting the above stated multiple award fair opportunity requirements are as follows: i.) urgency of need, ii) highly specialized requirements limiting capable firms, iii) the order is a follow-on to a previously placed order that was placed with all firms being given fair opportunity, or iv) the order is necessary to satisfy minimum guarantee.

A decision not to respond to the requirement by any of the firms shall not be interpreted as a standard practice from the Firm and is not be used as an excuse for not considering or contacting them on any future requirements.

4) The selection factors for an individual order will be determined by the ordering agency at the time the requirement is identified, but should consider factors such as i) Past Performance, ii) Specialized Experience, iii) Key Personnel, iv) The Availability of Resources, and v) Geographic Location.

Subsequent to the selection of the most technically qualified firm, the ordering Contracting Officer/COR/PO will notify the firm and submit a request for cost proposal. A proposed Contractor Task Order Team, consisting of personnel who must be approved by the Ordering Agency, will be furnished by the Contractor for performance of the services authorized by each contract Task Order. The contract Task Order will identify project requirements in its Statement of Work to be performed by the Contractor, the time schedule fixed for Contractor performance, and

pricing (units and total). The firm fixed prices for contract Task Orders will be based on fixed hourly rates, the negotiated levels of effort for each Discipline/Labor Category, travel (if authorized), reproduction costs, deliverables, and all other terms agreed upon.

5) The Contractor selected for this work will then submit an initial price proposal. All initial price proposals relative to any contract Task Orders will be prepared by the Contractor and submitted to the Ordering Contracting Officer within three (3) calendar days after receipt of the draft/urgency contract Task Order, **unless a longer time is requested and approved due to the complexity of the order.** Proposals for performing the required services will be submitted on detailed GSA Forms 2630, Architect-Engineer Cost Estimate, and the GSA Form 2631, Architect-Engineer Cost Estimate Summary, or equivalent forms. When authorized by the Government, reimbursable incidental expenses (Other Direct Costs) required in connection with a contract Task Order are to be included in the detailed cost breakdowns on the GSA Forms 2630 and 2631, or equivalent formats.

6) The COR/PO prepares a level of service and price analyses, pre-negotiation objectives, and discussion agendas; all must be satisfactory to the Ordering Contracting Officer. After these are approved by the Ordering Contracting Officer, the Ordering CO/COR/PO will schedule negotiations.

Subsequent to level of effort and price negotiations, revisions to initial price proposals will be submitted by the Contractor and must be received by the CO/COR/PO within two (2) calendar days after the date on which negotiations were held with the CO/COR/PO, **unless a longer period is specified by the ordering agency.**

7) Issuance. Individual contract Task Orders will be issued as requirements occur. These orders will specify work to be performed and will reflect the Extended Contract Man-Hour Rates in the basic contract. The terms and conditions set forth in the basic contract shall always apply. Each contract Task Order will have its own price and performance period which may extend past the expiration date of the basic contract effective period; however, a completion date must be established at the original execution of each contract Task Order. Outstanding contract Task Orders will be performed at the rates/pricing which correlate to the applicable basic contract period(s) in effect for their duration. Modifications to contract Task Orders are controlled by the "Changes" clause as to work requirements and equitable pricing adjustments.

- D. If agreements cannot be reached, neither party will be under any obligations to the other concerning the services covered by the particular draft contract Task Orders.
- E. In accordance with FAR Clause 52.233-1 Disputes (Dec 1998), any claims resulting from Task Orders established under this contract are to be directed, in writing, to the Contracting Officer responsible for awarding the task order.

**F. Additional Obligations of the Parties**

**1) Prime Contractor - The Prime Contractor shall submit the Procuring Contracting Officer (PCO) a Contract Report on ALL Task Orders against the Indefinite Quantity Ceiling (IQC), that are requested (pending obligations) and issued (established obligations) from all Ordering Government Agencies, Nationwide. This report shall be submitted within thirty (30) days following the end of the federal fiscal quarters (December 31, March 31, June 30, and September 30 of each contract year). The format shall follow the attachment to Appendix H.**

**2) Ordering Agency Contracting Officer - Following placement of each order, the Ordering Contracting Officer shall submit to either the Procuring Contracting Officer's or the Contracting Officer's Technical Representative, a copy of the task order, the determination for most technically qualified firm (See Appendix B) and the final, revised Reimbursable Work Authorization, GSA Form 2957 (See Appendix D). This shall also apply to any modifications of previously placed orders.**

**Submission shall be made to the following:**

<b>A) Hard Copy</b>	<b>B) E-mail</b>
<b>1) GSA, Southeast Sunbelt Region 401 West Peachtree Street Suite 2500 Atlanta, GA 30308 Attn:Swindale Rhodes, 4PCC William H. Hunt, 4PCC</b>	<b>1) Swindale Rhodes, Procuring Contracting Officer – Swindale.Rhodes@gsa.gov</b>  <b>2) William H. Hunt, Contracting Officer's Technical Representative - William.Hunt@gsa.gov</b>

**XII. AUTHORITY TO ISSUE CONTRACT TASK ORDERS.**

A. The following identified personnel are authorized to issue contract Task Orders under this contract:

- 1) The Contracting Officer for this contract, and other authorized contracting officers of the Ordering Agencies who possess appropriate Warrants.
- 2) The Contracting Officer's Representatives (COR/PO), who possess appropriate Warrants and are designated and authorized by letter from their corresponding Ordering/Contracting offices, at or after award of this contract

### XIII. UNREASONABLE FAILURE TO AGREE.

If the Procuring Contracting Officer determines that the Contractor has unreasonably failed to agree during negotiations on two or more contract Task Orders, the Government may terminate this contract.

### XIV. COMMENCEMENT OF CHANGE ORDERS AGAINST THIS CONTRACT.

A. The Contractor shall, within five (5) calendar days after receipt of a draft Change Order (also Modifications initiated by the CO), initiate the actions necessary for responding to the requirements specified.

B. All initial fee proposals relative to any Change Orders must be prepared by the Contractor, and submitted to the ordering official within three (3) calendar days after receipt of the draft Change Order, unless a longer period is specified by the Government.

Any revisions to initial fee proposals must be submitted by the Contractor and received by the ordering official within three (3) calendar days after the date on which discussions were held with the ordering official.

C. Contract Task Order projects affected by Change Orders will continue to be considered separately as to work requirements, time for completion, payments, etc.

### XV. CHANGES OR REVISIONS.

A. The Government shall not be liable for any costs due to changes or revisions in any

Task Order projects, from the requirements originally negotiated and agreed to, unless such changes or revisions are authorized and approved by the Contracting Officer in writing.

B. Any requests for changes or revisions in the scope of services for this contract shall be transmitted to the Contracting Officer for review and approval before acceptance by the Government.

#### XVI. GOVERNMENT RECORDS.

The Contractor and its subcontractors or consultants shall not disclose any information or data that is proprietary to the Government. All such information or data is reserved exclusively for use between the Government and the Contractor, including employees of the Contractor. When deemed appropriate, the Government may authorize the release of certain information or data necessary for use by the Contractor in performance of contract work, and in such cases specific written authorization must be given in advance. Such data so released shall not be further disseminated and shall not be considered released into the public domain. The Contractor must ensure that this clause is included in all tiers of subcontracts.

#### XVII. PROPRIETARY INFORMATION.

In the event that performance of any work under this contract causes the Contractor to gain access to proprietary and/or confidential information of other firms/ contractors, the Contractor is required to immediately execute Technology Exchange Agreements with

those firms/contractors, in order to protect the information from unauthorized uses. The Contractor is required to refrain from using any such information for any purposes other than for which it was furnished. The Contractor must immediately provide the Contracting Officer with a copy of any such agreements with original dated signatures affixed.

#### XVIII. PROTECTION AND CONTROL OF GOVERNMENT RECORDS AND PROPRIETARY INFORMATION.

The Contractor is required to develop and utilize procedures for custody, use/handling, reproduction, preservation, storage, safeguarding, and disposition of all documents and

information of this nature. These procedures must be designed and carried out so that there is no unauthorized disclosure of such documents and information throughout the course of contract performance.

#### XIX. SUBMISSIONS.

A. All submissions will be accompanied by an appropriate transmittal letter from the Contractor to the Ordering Agency.

B. Each contract Task Order will include an established schedule for submissions, required quantities, and reviews expected. The Contractor must satisfy these requirements. Continual failure by the Contractor to diligently carry out, follow-up, and complete all contract Task Order requirements within the specified delivery dates will be grounds for the Procuring Contracting Officer to terminate this contract with the specific Contractor found responsible for this lack of action.

C. All submissions must be prepared accurately, correctly, and with professional quality. Deficient submissions will be returned to the Contractor for remedial actions without cost to the Government. The Contractor is responsible for the timely correction of deficiencies in all submissions.

D. Completion and delivery dates may be extended by the Government if performance is delayed due to causes beyond the control and without the fault or negligence of the Contractor, as determined by the COR.

E. Unless specifically authorized by the COR/PO on a case by case basis, absolutely no submissions will be handwritten.

F. The Prime Contractor has the responsibility of overall coordination and quality assurance of services provided under this contract, even though, on a particular task order, the service provider may be a SubContractor. The submission of deliverables remains the responsibility of the Prime Contractor.

G. Submissions may be approved with reservations that the comments/ revisions required by the Ordering Agency be incorporated in subsequent submissions. If these comments/ revisions are not addressed, the documents submitted will be returned with explanatory notes without further reviews. Each submission after the first will be accompanied by a cover letter that includes remarks on prior Government comments/revisions. Cover letters must explain how each of the issues were resolved.

H. If the Government determines that the final submission is inadequate or incomplete for causes within the Contractor's control, the Contractor must make any corrections and/or additions and resubmit the package at no additional cost to the Government.

XX. PACKAGING, MARKING AND TRANSMITTAL OF SUBMISSIONS.

A. The Contractor shall prepay mailing and/or freight charges and any other fees incurred for transmitting deliverables required under any Task Orders written against the basic Contract.

B. All information submitted to the Government must be clearly marked to show the identification number of the Contract or the applicable Task Order.

C. The Contractor is responsible for properly protecting all sketches, drawings, reports, models and any other submissions transmitted to the Government. The Contractor is responsible for packaging its submissions in a manner to preclude damage during shipping and handling. The Contractor is required to repair or replace any items damaged before delivery and acceptance by the COR at no cost to the Government.

XXI. CONTRACTOR PERSONNEL STAFFING AND ASSIGNMENTS.

The Contractor is required to dedicate and utilize the key persons, specialists, and individual consultants as named and/or otherwise identified, committed, and accepted in Section-7 of the SF-255 submitted for this contract **for the specific contracted Task Order when they occur and when the order requires those individuals.**

B. With regard to senior professional personnel who will approve and/or certify design-related work, the Contractor and its subcontractors are required to assign only professionals who are registered in the jurisdiction in which they will perform contract work. Professional registration is encouraged for personnel performing design work other than certifications and/or approvals of drawings and other submissions. Professional certification is encouraged for Contractor personnel performing cost engineering work.

C. The Contractor agrees to provide secretarial and/or clerical, administrative, technical, and professional personnel as required/needed to perform the work specified in Contract Task Orders.

D. In the event that any of the above personnel/consultants named are unable to perform because of death, illness, resignation from the Contractor's employ, dissolution of agreement, or other reasons, the A-E shall promptly submit to the COR/PO detailed written explanations of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any other information the COR/PO deems pertinent to approvals of substitutions. No substitutions shall be made without the prior written approval of the Government.

E. For performance of any contract work, the Contractor must provide the most appropriately qualified members of its permanent full-time staff, unless the COR/PO expressly permits the use of other than permanent full-time personnel. The A-E is required to submit for administrative approval by the COR listings of the project team members by names, organizations, and roles along with their resumes.

F. Subcontractors and Consultants. Substitutions of subcontracted or consultant support included in the original contract are subject to the written approval of the COTR. This contract must be modified before a follow-on consultant commences work. Changes in individuals employed by these firms will be processed administratively between the COTR and Prime Contractor.

## XXII. SPECIAL PERSONNEL QUALIFICATIONS.

Personnel possessing unique technical specialties may be required for supplementary expertise related to regular project services. Such personnel shall have qualifications as required and approved by the COR which are appropriate to the nature of the services that will be provided.

## XXIII. FAILURE TO PROVIDE QUALIFIED PERSONNEL.

Repeated failure or excessive delays by the A-E to provide qualified personnel, who meet the stated requirements, will be deemed sufficient reason for the COR to recommend termination of this contract to the Contracting Officer of record.

## XXIV. TECHNICAL INSTRUCTIONS.

The performance of all contract work is subject to the technical instructions given by the



COR/PO. These instructions will consist of available design assumptions, general guidance, supplemental details affecting projects, formatting and procedural coordination, and liaison matters concerning Government protocol. Cooperation with the COR/PO is of paramount importance in performing contract work.

#### XXV. PERFORMANCED-BASED INCENTIVE AWARD PROGRAM

Based on Contractor performance and contract activity, the Scope of this contract may, in the form of a modification, be revised to include language defining a performance incentive program rewarding the Contractor of excelled performance. Excelled performance includes a more rapid turn-over of final product, meeting or exceeding the quality criteria set forth in the Statement of Work of the individual task order(s). The incentives will be in the form of possible financial incentive rewards or shared-savings, between the Government and the Contractor.

#### XXVI. RESTRICTIONS ON OTHER WORK.

Under this contract, the Contractor and its employees and consultants are not authorized to accept any instructions, interpretations, or requests for work; honor any changes or revisions which may incur expenditures or affect price; or take actions which affect the terms of performance or any other requirements of the contract and its Task Orders without written notification signed by the Contracting Officer or COR/PO, as appropriate.

#### XXVII. ELIGIBILITY FOR CONSTRUCTION CONTRACT AWARDS.

In accordance with FAR 36.209, the A-E and its subsidiaries and affiliates are not eligible for award of construction contracts which they designed; major subcontractors also are not eligible for future contracts for projects in which they performed a significant amount of supporting services. Minor subconsultants are eligible for award of contracts for construction projects following the performance of peripheral services under this contract.

#### XXVIII LOCAL OFFICE REQUIREMENT

Not Applicable

#### XXIX. ON-SITE ASSIGNMENT OF CONTRACTOR PERSONNEL TO GOVERNMENT FACILITIES

The Scope of this Contract may, in the form of a modification when requirements dictate, include an adjustment to the applicable labor rates for personnel who get full time assignments defined as long term, i.e. greater than six months, to be housed in a Government facility. If the assignment is to be greater than 12 months, the adjustment of costs would possibly be applicable to the Contractors Overhead Rates, as well as a further reduction in the Labor rates.

#### XXX TRAVEL.

Travel will not be reimbursed except as provided in the following paragraphs:

A. Projects requiring the services of the Contractor will be national/international. There will be no reimbursement for travel to projects within the local office areas for the Prime Contractor and all consultants **when they are based in the same area as the project.**

B. Any travel to be allowed must be authorized by the COR in advance. The allowable travel reimbursement per visit to sites in cities or locations outside of the local office areas shall be fixed in negotiations by the COR/PO, the Contracting Officer, and the Contractor. In negotiating the fixed price for such travel, the allowable per diem cost will not exceed the rates set forth in Federal Travel Regulations in effect at the time the services are negotiated as prescribed by FAR 31.205.46. Authorized travel by privately owned vehicle will be reimbursed based on Federal Travel Regulations mileage rates.

C. If not previously negotiated in the Task Order, travel reimbursements will not be authorized by the COR unless the A-E provides sufficient written evidence of actual costs incurred, including receipts, vouchers, or other information as may be required by the Government.

#### XXXI. CONTRACT INSURANCE REQUIREMENTS.

The Contractor shall provide insurance coverage for all risks associated with performing this contract. Liability insurance coverages, written on the comprehensive form of policy, are required in the following minimum amounts:

- a. Workers' compensation and

- employer's liability.... \$ 100,000 or per statute
- b. General liability:
  - (1) Bodily injury..... \$ 500,000 per occurrence
  - (2) Property damage..... \$ 100,000 per occurrence
- c. Automobile liability:
  - (1) Bodily injury..... \$ 200,000 per person  
\$ 500,000 per occurrence
  - (2) Property damage..... \$ 20,000 per occurrence
- d. Commercial/contractual  
general liabilities:..... ... \$1,000,000 per occurrence

In addition, the Contractor must provide coverage for any other risks as deemed appropriate, since the Government is not indemnifying the Contractor against any risks under the contract. A current duplicate (not machine reproduced) certificate of insurance must be submitted to the Contracting Officer for approval before the Contractor begins work under this contract; duplicates of renewal certificates (not machine reproduced) obtained by the Contractor during the life of this contract must immediately be provided to the Contracting Officer. Also see the clause, "Insurance - Additional Named Insured" below.

The insurance policy must contain an endorsement that any cancellations or material decreases in the coverages shall not be effective, unless the Insurer or the Contractor gives 30 days advanced written notices of cancellations or changes in accordance with the Contracting Officer's instructions.

All premiums or costs incurred to comply with these insurance requirements will be paid by the Contractor.

If the Contractor already has an organizational policy in effect, the Contracting Officer requires evidence that it satisfies all of the above stated requirements. The Contractor is required to provide such evidence as deemed necessary by the Contracting Officer before a notice to proceed with contract performance is issued. The government reserves the

right to disapprove the purchase of any insurance coverage not in the Government's interest.

This contract requires that all insurance coverages be kept in full force and effect until all contract work is completed.

The Government will not be responsible for any losses, damages, or liabilities beyond the amounts, limits, and conditions of the above required insurance.

#### INSURANCE - ADDITIONAL NAMED INSURED.

The requirements of the Insurance-Work on a Government Installation-Clause prescribed in FAR 52.228-5 is supplemented to provide that the general liability policy shall name

"The United States of America, acting by and through the Ordering Agency," as an additional insured with respect to operations performed under this contract.

#### XXXII. ROLE OF GOVERNMENT PERSONNEL AND RESPONSIBILITY FOR CONTRACT ADMINISTRATION.

A. Procuring Contracting Officer (PCO). The Procuring Contracting Officer is the final authority in all contractual matters relating to this contract. The PCO has overall responsibility for administration of this contract and is authorized to take action on behalf of the Government to amend or modify the contract terms, conditions, requirements, specifications and details of the master contract. The PCO may delegate, in writing, certain responsibilities to authorized representatives.

B. Contracting Officer's Technical Representative (COTR). The award letter will indicate who has been designated as the Contracting Officer's Technical Representative (COTR) to assist the PCO in the discharge of contract administration responsibilities. Under this master contract, the basic responsibilities of the COTR include: determining the adequacy of performance by the Contractor in accordance with the terms and conditions of this contract; acting as the Government representative in charge of work at the sites; ensuring compliance with contract requirements insofar as the work is concerned; approving assignments of contractor personnel; and advising the PCO of any factors which may have a negative impact on the execution of this contract. The COTR is responsible for issuing, at a minimum, annual performance evaluations to the Prime Contractor.

C. Project Officers (POs). These are employees of the Ordering Agency assigned to the project as representatives of the Agency Technical Program Activity (that activity is responsible for the overall management of the project for the Government). The functions and authorities of POs generally include providing advice and assistance to Contractor personnel, and serving as focal points of daily project management and operations for the Government.

D. Ordering Contracting Officer – The Ordering Contracting Officer is the final authority in all contractual matters relating to a specific task order they place under this contract.

The ordering CO has overall responsibility for administration of the individual task order and is authorized to take action on behalf of the Government to amend or modify the contract requirements, specifications and delivery schedule of the individual task order.

The Ordering Contracting Officer does not have the authority to modify the master contract; only the Procuring Contracting Officer has the authority to modify or amend the master contract. The ordering Contracting Officer may delegate, in writing, certain responsibilities associated with individual task orders to their authorized representatives.

E. Contracting Officer's Representative (COR) – The basic responsibilities of the Ordering Agency's COR include: determining the adequacy of performance by the Contractor in accordance with the scope and requirements of the task order issued under this contract; acting as the Government representative in charge of work at the sites; ensuring compliance with contract requirements insofar as the work is concerned and advising the ordering contracting officer and the GSA COTR of the quality of performance (See Appendix D) for each task order.

F. Documentation of Inspection and Acceptance. (1) The COR is responsible for the performance of inspections of deliverables upon receipt by the Government and/or evaluations of services completed to date, documentation of every inspection/evaluation, and providing the GSA COTR with copies of all inspection/evaluation reports.

### XXXIII. REQUIREMENTS FOR PROMPT PAYMENT MEETINGS and SUBMISSION OF INVOICES.

A. The Contractor shall hold discussions, either in person or by phone, each month, as scheduled herein, with the designated Government representatives, before the Contractor submits progress or other payment invoices (payment requests).

The payment discussions may be conducted in person or by telephone. Under no circumstances may any discussions be waived; the Contractor or its authorized representative shall always participate. The discussions will enable the making of payments promptly and within the dates established in the contract or Task Orders. The purpose of the payment discussion is to provide a forum for the Contractor and the Government representatives to discuss the amounts of prospective payments and the supporting documentation required, and to reach agreements on the amounts payable. Inspections by

all parties will be completed before or during the meetings, thus ensuring timely substantiation and agreements on payment amounts. The schedule for payment discussion is as follows:

A schedule must be determined for each Task Order individually before they are awarded. At the minimum, discussions are required before the submission of each payment request.

B. The Contractor shall submit its invoices to the Ordering COR/PO, and if the contract or contract Task Orders are administered with the assistance of a CQM or CM contractor, also submit copies to such contractor. In the case of procurements administered with the assistance of CQM contractors, the CQM contractor will inform the COR/PO by telephone of the results of its inspection and determination of the payment amount to which the Contractor is entitled, and follow this telephone communication immediately with written confirmation and any associated documentation, conveyed by overnight air or other carrier, if necessary. Separate payment requests shall be submitted for progress payments, payments of retainage, and partial or final payments, to the Ordering COR/PO as follows:

**TO BE DETERMINED BY EACH INDIVIDUAL TASK ORDER**

C. Payment requests shall not be submitted by the Contractor until after the scheduled pre-invoice payment discussions are held. If the Contractor fails to attend a payment meeting, the Government will make payment on the Contractor's payment request based upon the results of the Government inspection, in an amount of no more than the Government's estimate of the amount due. The balance of the Contractor's payment request will remain in dispute and will not be subject to any late penalty, until such time that an invoice including the disputed amount is resubmitted and agreement is reached with the COR on any payment amount being due.

D. Payment due dates are based upon the date of receipt of a proper invoice by the COR/PO. If the invoice is defective (see FAR Clause 52.232-26, Prompt Payment For Fixed Price Architect-Engineer Contracts ), it will be returned to the Contractor for appropriate action. If there is a disagreement over the payment amount, the COR may pay the portion of the requested payment that is not in question.

E. Inquiries on late payments are to be directed to the Ordering Contracting Officer or COR.

If your order was placed by a GSA Contracting Officer, you may direct yourself to the website <http://www.finance.gsa.gov/password/>, obtain a password for access, and receive

immediate status as to the payment date or the expected payment date on any or all of your invoices processed by GSA Finance in Fort Worth, Texas.

#### XXXIV. CONTRACT TASK ORDER PAYMENTS.

A. The **total** fee for each contract Task Order will be paid when the services required in the order are completed and accepted by the Government. The final payment for the last contract Task Order shall constitute full payment for all services rendered in connection with the work required under this contract. Each contract Task Order must specify a schedule of payments, meetings, submissions, and payments. Progress payments **will be paid monthly but** do not constitute full compensation for all services rendered.

B. Retainage against the final payment will be administered in accordance with clause "52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts," in Part III of this contract.

C. A Release of Claims using the GSA Form 1142 or other Ordering Agency authorized form must be submitted by the Contractor with invoices following the completion of major submission requirements and the last payment request for each contract Task Order, as required by the COR. These will release the Government from all claims, other than those that the Contractor excepts by descriptions, justifications, and stated amounts. Before submittal, the Contractor must have each GSA Form 1142, or other ordering agency form, notarized by a Notary Public, and affix the Corporate Seal of the firm (if a corporation) above the Contractor's signature.

#### XXXV. CONTRACT MAN-HOUR SCHEDULE.

A. The Government has specified certain Disciplines/Labor Categories required for contract performance; none of these will be deleted. The Contractor must review these labor categories, and may add any consultant support or other disciplines which it believes to be necessary.

B. The Contractor must break-out all Disciplines/Labor Categories according to those that will be provided by the Prime Contractor, and those that will be provided by each consultant or Subcontractor.

#### XXXVI. CONTRACT MAN-HOUR RATES.

A. The Contract Man-Hour Rates for any respective performance period, i.e., Base Period or one of the Option Periods, are to be fixed for the duration of that period, including any short term extensions to the last Option Period not exceeding six (6) months.

B. Requirements for labor categories and/or travel to locations (outside the Contractor's local office areas) not listed in this contract, or for related special or unusual services, are classified as additional services. Such services may be required by the Government through contract modifications under the "Changes" clause.

C. The contract cost principles and procedures prescribed in the Federal Acquisition Regulation (FAR) at Part 31 apply to the development of the Contractor's fee proposal, and the Contractor shall comply with these prerequisites in forming the Contract Man-Hour Rates and any pricing for additional services.

D. All extended (including direct labor rates and overhead rates) rates for each of the Prime Contractor and Sub Contractor labor categories are following on pages 30 - 76. The profit scale applicable to all multiple-award Contractors is found on Page 77.



**D. EXTENDED CONTRACT MAN-HOUR RATES**

<b>Average Pre-Negotiated Rates</b> (Rates include Wages and Overhead. For Profit and Commission Rates, See Provision XXXVIII, "Contract Profit and Commission Rates")		
Disciplines	Option Year Three - March, 2004 - 2005	Option Year Four - March, 2005 - 2006
<b>COST ENGINEERING SERVICES</b>		
Program Executive	\$180.44	\$185.85
Program Manager	\$149.64	\$154.13
Principal-in-Charge	\$144.06	\$148.39
Project Manager		
Senior	\$119.25	\$122.82
Mid-Level	\$106.69	\$109.89
Consultant		
Senior	\$109.11	\$112.39
Mid-Level	\$73.33	\$75.53
Junior	\$38.23	\$39.38
Architectural Cost Engineer		
Senior	\$102.59	\$105.67
Mid-Level	\$90.80	\$93.52
Junior	\$69.79	\$71.89
Civil Cost Engineer		
Senior	\$105.14	\$108.29
Mid-Level	\$89.12	\$91.80
Junior	\$64.18	\$66.11
Electrical Cost Engineer		
Senior	\$103.23	\$106.33
Mid-Level	\$94.74	\$97.58
Junior	\$68.31	\$70.36
Mechanical Cost Engineer		
Senior	\$102.13	\$105.19
Mid-Level	\$96.27	\$99.16
Junior	\$67.80	\$69.84
Plumbing Cost Engineer		
Senior	\$100.53	\$103.54
Mid-Level	\$95.41	\$98.27
Junior	\$65.83	\$67.81
Structural Cost Engineer		
Senior	\$103.42	\$106.53
Mid-Level	\$96.30	\$99.19
Junior	\$65.34	\$67.30

**D. EXTENDED CONTRACT MAN-HOUR RATES - continued**

<b>Average Pre-Negotiated Rates</b> (Rates include Wages and Overhead. For Profit and Commission Rates, See Provision XXXVIII, “Contract Profit and Commission Rates”)			
Disciplines		Option Year Three - March, 2004 - 2005	Option Year Four - March, 2005 - 2006
<b>COST ENGINEERING SERVICES</b>			
<b>Schedule Analyst</b>			
	Senior	\$103.06	\$106.15
	Mid-Level	\$81.86	\$84.31
	Junior	\$67.63	\$69.66
<b>Risk Analyst</b>			
	Senior	\$111.98	\$115.34
	Mid-Level	\$89.34	\$92.02
	Junior	\$76.15	\$78.43
<b>Claims Analyst</b>			
	Senior	\$140.37	\$144.58
	Mid-Level	\$111.31	\$114.65
	Junior	\$110.72	\$114.05
<b>Value Engineer</b>			
	Senior	\$117.03	\$120.55
	Mid-Level	\$102.40	\$105.48
	Junior	\$70.91	\$73.04
<b>Architectural Estimator</b>			
	Senior	\$96.93	\$99.84
	Mid-Level	\$74.85	\$77.10
	Junior	\$58.30	\$60.05
<b>Civil Estimator</b>			
	Senior	\$97.41	\$100.33
	Mid-Level	\$76.04	\$78.32
	Junior	\$57.68	\$59.41
<b>Electrical Estimator</b>			
	Senior	\$99.12	\$102.09
	Mid-Level	\$78.36	\$80.71
	Junior	\$58.23	\$59.98
<b>Mechanical Estimator</b>			
	Senior	\$100.12	\$103.12
	Mid-Level	\$80.18	\$82.59
	Junior	\$61.32	\$63.16
<b>Plumbing Estimator</b>			
	Senior	\$98.72	\$101.68
	Mid-Level	\$79.80	\$82.20
	Junior	\$58.76	\$60.52

**D. EXTENDED CONTRACT MAN-HOUR RATES - continued**

<b>Average Pre-Negotiated Rates</b> (Rates include Wages and Overhead. For Profit and Commission Rates, See Provision XXXVIII, "Contract Profit and Commission Rates")		
Disciplines	Option Year Three - March, 2004 - 2005	Option Year Four - March, 2005 - 2006
<b>COST ENGINEERING SERVICES</b>		
<b>Structural Estimator</b>		
Senior	\$99.46	\$102.44
Mid-Level	\$77.60	\$79.93
Junior	\$60.79	\$62.62
<b>Cost Estimator</b>		
Lead/Senior Estimator	\$95.74	\$98.61
Cost Estimator	\$76.47	\$78.76
<b>Technical Writer</b>		
Senior	\$88.29	\$90.94
Mid-Level	\$74.34	\$76.57
Junior	\$45.75	\$47.12
<b>Technical Support/DataBase Specialist</b>		
Senior	\$87.85	\$90.49
<b>Software Training Specialist</b>		
Senior	\$87.85	\$90.49
Mid-Level	\$79.00	\$81.37
<b>Software Programmer</b>		
Senior	\$86.29	\$88.88
<b>Cost Modeler</b>		
Senior	\$95.47	\$98.33
<b>Detail Assembly Builder</b>		
Senior	\$0.00	\$0.00
Mid-Level	\$75.99	\$78.27
<b>Cost Research Engineer</b>		
Senior Cost/Research Engineer	\$92.46	\$95.23
Cost/Research Engineer	\$76.47	\$78.76
Cost Researcher	\$46.58	\$47.97
Assistant Cost Researcher	\$41.71	\$42.96
<b>Information Systems</b>		
Manager - Information Systems	\$116.79	\$120.29
Manager - Database Applications	\$92.46	\$95.23
Lead/Senior Computer Programmer	\$92.46	\$95.23
Computer Programmer	\$79.94	\$82.34
Database Application Specialist	\$50.05	\$51.55
Data Entry Clerk	\$36.15	\$37.23
<b>Statistician</b>	\$92.46	\$95.23
<b>Production Personnel</b>	\$60.48	\$62.29
<b>Administrative Assistant</b>	\$48.75	\$50.21

D. EXTENDED CONTRACT MAN-HOUR RATES - continued

<b>Average Pre-Negotiated Rates</b> (Rates include Wages and Overhead. For Profit and Commission Rates, See Provision XXXVIII, “Contract Profit and Commission Rates”)		
Disciplines	Option Year Three - March, 2004 - 2005	Option Year Four - March, 2005 - 2006
<b>ARCHITECTURAL SERVICES</b>		
<b>Principal-in-Charge</b>	\$162.41	\$167.29
<b>Project Manager</b>		
Senior	\$130.27	\$134.18
Mid-Level	\$100.24	\$103.24
<b>Design Program Architect</b>		
Senior	\$113.27	\$116.67
Mid-Level	\$95.02	\$97.87
Junior	\$70.28	\$72.39
<b>Courts Architect</b>		
Senior	\$139.40	\$143.59
Mid-Level	\$99.77	\$102.76
Junior	\$77.58	\$79.91
<b>Production Architect</b>		
Senior	\$101.34	\$104.38
Mid-Level	\$80.31	\$82.72
Junior	\$61.45	\$63.30
<b>Technical Writer</b>		
Senior	\$116.09	\$119.57
Mid-Level	\$81.15	\$83.59
Junior	\$55.26	\$56.92
<b>Administrative Assistant</b>	\$51.70	\$53.25
<b>Architectural Consultants</b>		
Senior	\$129.11	\$132.98
Mid-Level	\$60.14	\$61.94
Junior	\$55.06	\$56.72

**D. EXTENDED CONTRACT MAN-HOUR RATES - continued**

<b>Average Pre-Negotiated Rates</b> (Rates include Wages and Overhead. For Profit and Commission Rates, See Provision XXXVIII, “Contract Profit and Commission Rates”)		
Disciplines	Option Year Three - March, 2004 - 2005	Option Year Four - March, 2005 - 2006
<b>ENGINEERING SERVICES</b>		
<b>Principal-in-Charge</b>	\$155.86	\$160.53
<b>Project Manager</b>		
Senior	\$128.10	\$131.95
Mid-Level	\$102.44	\$105.52
<b>Acoustical/Audio-Visual Engineer</b>		
Senior	\$133.10	\$137.09
Mid-Level	\$101.31	\$104.35
Junior	\$68.41	\$70.46
<b>Blast Engineer</b>		
Senior	\$152.98	\$157.56
Mid-Level	\$111.35	\$114.69
Junior	\$75.68	\$77.95
<b>CADD Operator</b>		
Senior	\$48.95	\$50.42
<b>Civil Engineer</b>		
Senior	\$112.50	\$115.88
Mid-Level	\$91.88	\$94.64
Junior	\$70.95	\$73.08
<b>Construction Manager</b>		
Senior	\$117.12	\$120.63
Mid-Level	\$67.38	\$69.40
Junior	\$33.95	\$34.97
<b>Drafting</b>		
Senior	\$52.17	\$53.74
<b>Electrical Engineer</b>		
Senior	\$114.66	\$118.10
Mid-Level	\$92.33	\$95.10
Junior	\$72.33	\$74.50

**D. EXTENDED CONTRACT MAN-HOUR RATES - continued**

<b>Average Pre-Negotiated Rates</b> (Rates include Wages and Overhead. For Profit and Commission Rates, See Provision XXXVIII, “Contract Profit and Commission Rates”)		
Disciplines	Option Year Three - March, 2004 - 2005	Option Year Four - March, 2005 - 2006
<b>ENGINEERING SERVICES</b>		
<b>Engineering Technician</b>		
Senior	\$79.84	\$82.23
Mid-Level	\$41.29	\$42.53
Junior	\$38.54	\$39.70
<b>Environmental Engineer</b>		
Senior	\$120.40	\$124.01
Mid-Level	\$94.61	\$97.45
Junior	\$73.57	\$75.78
<b>Field Engineer/ Geologist</b>		
Senior	\$51.54	\$53.09
<b>HVAC Engineer</b>		
Senior	\$116.86	\$120.36
Mid-Level	\$95.72	\$98.59
Junior	\$70.11	\$72.22
<b>Life and Fire Safety Engineer</b>		
Senior	\$120.32	\$123.93
Mid-Level	\$92.06	\$94.82
Junior	\$69.69	\$71.79
<b>Plumbing Engineer</b>		
Senior	\$107.21	\$110.42
Mid-Level	\$85.38	\$87.94
Junior	\$68.70	\$70.76
<b>Structural Engineer</b>		
Senior	\$114.60	\$118.03
Mid-Level	\$92.16	\$94.92
Junior	\$69.27	\$71.34
<b>Technical Writer</b>		
Senior	\$111.05	\$114.38
Mid-Level	\$81.35	\$83.79
Junior	\$53.58	\$55.19
<b>Administrative Assistant</b>	\$49.12	\$50.59

XXXVIII. CONTRACT PROFIT & COMMISSION RATES

<u>Schedule For A-E's Profit &amp; Commission Earnings</u>		
Magnitude of Order	A-E's Profits (See Note 1)	Prime A-E's Commission (See Note 2)
\$0 to \$75,000	10.00%	8.00%
\$75,001 to \$150,000	9.50%	7.50%
\$150,001 to \$250,000	9.00%	7.00%
\$250,001 to \$350,000	8.50%	6.50%
\$350,001 to \$500,000	8.00%	6.00%
> \$500,000	7.50%	5.50%
<p>Note 1 - Profit Margins for Prime and Subcontract A-E's apply to parties performing work defined in the individual task orders.</p> <p>Note 2 - Prime A-E Commission applies to those sums of Subcontractor fees associated with work performed only by Subcontractor resources. Subcontractor fees includes Subcontract labor, overhead , other direct cost, and Subcontractor profits.</p>		

#### XXXIX. GSA INTERAGENCY COST RECOVERY FEE SCHEDULE

A. Government agencies, outside of GSA, shall pay GSA, Southeast Sunbelt Region a contract User Charge, i.e. Interagency Cost Recovery Fee for the use of these IDIQ Contracts. The amount of the user fee will be on a percentage basis, based upon 1) the size of each task order placed and 2) the delivery option chosen by the Requesting Agency.

B. Service Agreements - The Ordering Agency shall pay the *GSA/PBS Southeast Sunbelt Region, Property Development Division*, a portion of the expenses that GSA incurred during the solicitation, and award of the basic contract, and for any subsequent expenses incurred during contract execution. The fee structure, located in part C of this contract section, is based on the following service Options:

1. Option No. 1 - The authorized Ordering Agency (exclusive of GSA) shall be responsible for all aspects of ordering, administration, project inspection, acceptance, payment, modifications, close out, and any claims rising from or related to any task order issued. Funding for the Interagency Cost Recovery Fee for all task orders placed by the Ordering Agency shall be via a Reimbursable Work Authorization, i.e. RWA (GSA Form 2957), issued within 7 business days prior to the placement of the order.

The ordering agency shall assign a qualified Ordering Contracting Officer and Contracting Officer's Representative (COR) for each Task Order issued, with ordering, inspection, acceptance, quality control and payment remaining the responsibility of the ordering agency.

The protocol for completing and submitting the Reimbursable Work Authorization Form (GSA Form 2957) from the Ordering Agency to the General Services Administration, Public Buildings Service, Southeast Sunbelt Region, Option One Delivery will be as follows:

1. The Ordering Agency prepares the Government Estimate for the task order.
2. The Ordering Agency fills out lines 1 through 17, omitting line 2 of the GSA Form 2957. Instructions for filling out the RWA form can be found either on the back of the form, or in Appendix E, page 2 of this contract.
3. For an Option One delivery, the dollar amount to be certified by the Ordering Agency, as required in Line 11 is equal to the GSA fee only.
4. The GSA fee will be determined based on the Interagency Fee structure found on Page 7 of this contract section. For assistance in your fee determination, you may contact either the GSA COTR at (404) 331-4242 or the GSA Contracting Officer at (404) 331-4635.



5. Subsequent to the initial completion of the RWA form, including the certified dollar value, the appropriate accounting data, and the certification signature, the Ordering Agency will submit the form to the GSA COTR.
6. The Ordering Contracting Officer will negotiate a fair and reasonable price with the Contractor. The negotiated price will serve as the basis for a revised dollar value to be reported on Line 11 of RWA Form 2957.
7. Submission of the revised RWA form, with a copy of the task order will be made to the GSA COTR or GSA Procuring Contracting Officer. The RWA must include the correct dollar value and the appropriate accounting classification.
8. GSA will complete lines 18 through 29C, and return a copy of the completed form to Requesting Agency.

In order to aid GSA in monitoring the quality of services provided under the contract, the ordering agency is required to provide an evaluation of the Contractor's performance (See Appendix E) to GSA when the work under each task order is completed.

XXXIX INTERAGENCY CONTRACT FEE AGREEMENT – (Continued)

B. Service Agreements – (cont)

2. Option No. 2 – GSA/PBS agrees to place orders, manage all issued task orders and provide contract administration services, with the exception of inspection, acceptance, and other Contracting Officer's Representative (COR) services. Funding for all task orders shall be provided from the Requesting Agency to GSA on a RWA (GSA Form 2957), no later than 7 business days prior to the placement of the order. (In the event GSA/PBS Southeast Sunbelt Region were requested to place and administer any order for any Region outside of the Southeast Sunbelt Region, that Region will be charged the same fee as would any other outside Government Agency wishing to use the contract under the Option Two Delivery.)

The Requesting Agency shall provide for a Contracting Officer's Representative (COR) for each task order issued. Interim and final inspection, acceptance, quality control and payment approval remains the responsibility of the Requesting Agency. The COR is not authorized to amend, modify, or deviate from the master contract and any issued task order(s).

Overall task order administration is expressly reserved for the Contracting Officer alone without delegation. Should a problem or issue of any nature arise under or during performance of the task order, the COR shall immediately notify the Contracting Officer and provide sufficient supporting information to permit evaluation of the matter. It shall be the obligation of the COR and requesting agency to provide notification to the Contracting Officer sufficiently in advance of any requested contract action to permit coordination of contract administration. .

If there is change in requirements that will result in the need to terminate or modify a task order, the Requesting Agency shall notify the GSA Contracting Officer.

In the case of the non-acceptance of the services, and after all efforts of the Requesting Agency's COR have been exhausted, the Requesting Agency shall provide GSA with documents identifying all weaknesses of the submittal and areas of non-performance. GSA will maintain the responsibility to prepare any show cause notices, cure letters, notices of suspension or anticipated termination actions and will provide the Requesting Agency copies of the contracting actions taken. In the event a claim should arise without fault or negligence on the part of GSA/PBS, the Requesting Agency shall be responsible to reimburse GSA/PBS for the cost of all legal or other services rendered in the disposition of said claim.

The protocol for completing and submitting the Reimbursable Work Authorization Form (GSA Form 2957) from the Ordering Agency to the General Services Administration, Public Buildings Service, Southeast Sunbelt Region, Option Two Delivery will be as follows:

1. The Requesting Agency submits the Statement of Work and request for services to the GSA COTR.
2. GSA prepares, with Requesting Agency input, the Independent Government Estimate for services.
3. GSA provides the Independent Government Estimate along with the correct RWA fee for an Option Two delivery of services to the Requesting Agency.
4. The Requesting Agency completes lines 1 through 17, omitting line 2 of the GSA Form 2957. Instructions to filling out the RWA form can be found either on the back of the form, or in Appendix E, page 2 of this contract.
5. For an Option Two delivery, the dollar amount to be certified by the Requesting Agency, as represented on Line 11 is equal to the value of the task order plus the calculated GSA RWA fee.
6. The calculated GSA RWA fee will be determined based on the Interagency Fee structure found on Page 7 of this contract section. For informational purposes, the RWA fee is determined by a GSA internal computer program.
7. Subsequent to the initial completion of the RWA form, including the certified dollar value, the appropriate accounting data, and the certification signature, the Requesting Agency will submit the form to the GSA COTR.
8. The GSA Ordering Contracting Officer will then negotiate a fair and reasonable price with the Contractor. The GSA ordering office will inform the Requesting Agency of the negotiated price, as well as the adjusted RWA fee. The negotiated price will serve as the basis for a revised dollar value to be reported on Line 11 or a revised RWA Form 2957.
9. Submission of the revised RWA form, with the appropriate dollar values and accounting data will be made to the GSA COTR or GSA Procuring Contracting Officer.
10. GSA will complete lines 18 through 29C, and return a copy of the completed form to the Requesting Agency.

In order to assist in monitoring the quality of services provided by the Contractors, GSA requires the Requesting Agency to complete and submit a copy of the Contractor Performance Evaluation form found in Appendix "C" of this contract, after the completion of each task order placed under the contract. The Contractor Performance Evaluation form can be either faxed, mailed, or e-mailed to the GSA Procuring Contracting Officer or the COTR.

Statement of Work  
March 01,2001  
Amended August 16, 2001  
GSA Master Cost Engineering Contract

For a sample of the Interagency Agreement to be used in the implementation of either Option One or Two, see Appendix D, Reimbursable Work Authorization.

### C. INTERAGENCY CONTRACT FEE STRUCTURE

Schedule For Interagency Cost Recovery Fee Structure				
Magnitude of Order			Option One	Option Two
			See Note Two	See Note Three
\$1,000	to	\$2,499	4.00%	10.00%
\$2,500	to	\$9,999	3.50%	9.00%
\$10,000	to	\$24,999	3.00%	8.00%
\$25,000	to	\$49,999	2.50%	7.00%
\$50,000	to	\$99,999	2.00%	5.00%
\$100,000	to	\$299,999	1.50%	3.00%
\$300,000	to	\$1,000,000	1.00%	1.50%
	>	\$1,000,000	0.50%	0.50%
Notes:				
1) Minimum size of order required is \$1,000.				
2) Fee Calculation for Option One equals the product of the (total order magnitude times the assigned percentage charge rate) plus a \$100 G & A Charge.				
3) Fee Calculation for Option Two equals a compounding of all appropriate rates, I.e. a \$25,000 order equals $(10\% * 2,500) + (9\% * (9,999 - 2,500)) + (8\% * (24,999 - 10,000)) + 7\% * (25,000 - 24,999)$ . Because of the complexities in the calculation of the General and Administrative expenses, it is required you contact GSA.				
4) Option One represents the Ordering Agency performing all Contract Administration, inspection, and approval Service for representative task order.				
5) Option Two represents GSA performing Contract Administration Services, and the Requesting Agency performing all Technical Review, Inspection, and Approval Services. Requesting Agency provides GSA with a technical Statement of Work and all supporting documents required for performance of task(s). GSA can assist with a certain level of COTR duties, if requested.				
6) Client Agency is responsible for funding individual task orders in Option Nos. 1 and 2.				
7) GSA User Fee equals Estimated Cost of Task Order * the appropriate stated calculation.				
8) Prior to ordering, Reimbursable Work Authorization must be established between GSA and the Client Agency.				

*End of Scope*

<u>DIRECTORY OF GSA/PBS COST ENGINEERING CONTRACTORS</u>				
<u>Contract Number w/ Date of Award</u>	<u>Name and Address</u>	<u>Points of Contact</u>	<u>Phone Nos.</u>	<u>E-Mail Addresses</u>
GS-04P-00-EXD-0034 March 20, 2001	U. S. Cost, Inc. 1200 Abernathy Road, NE Building 600, Suite 950 Atlanta, GA 30328	Mr. Nelson Salabarría Mr. Louis Parkins	(770) 481-1615 (770) 481-1614	<a href="mailto:Nsalabarría@uscost.com">Nsalabarría@uscost.com</a> <a href="mailto:Lparkins@uscost.com">Lparkins@uscost.com</a>
GS-04P-01-EXD-0017 March 15, 2001	BTG, Inc./Applied Eng. Solutions 1501 Merchants Way Niceville, FL 32578	Mr. Bob Gaias Mr. Charles Eller	(850) 897-6177	<a href="mailto:RGaias@deltabtgt.com">RGaias@deltabtgt.com</a> <a href="mailto:CEller@deltabtgt.com">CEller@deltabtgt.com</a>
GS-04P-01-EXD-0018 April 11, 2001	Project Time and Cost, Inc. One Paces West, Suite 1200 2727 Paces Ferry Road Atlanta, GA 30339	Mr. Gene Brooks	(770) 444-9799	<a href="mailto:GBrooks@PTCINC.Com">GBrooks@PTCINC.Com</a>
GS-04P-01-EXD-0019 March 20, 2001	Construction Cost Systems, Inc. 200 West 22 <sup>nd</sup> Street, Suite 209 Lombard, IL 60148	Mr. Paul Laudolff Mr. Ian Parr	(630) 916-7500	<a href="mailto:PLaudolff@CCSOS.com">PLaudolff@CCSOS.com</a> <a href="mailto:IParr@CCSOS.com">IParr@CCSOS.com</a>
GS-04P-01-EXD-0020 March 15, 2001	Hanscomb, Inc. 1725 Duke Street, Suite 200 Alexandria, VA 22314	Mr. Scott Cullen	(703) 684-6550	<a href="mailto:scullen@hanscombusa.com">scullen@hanscombusa.com</a>

U. S. General Services Administration  
Public Buildings Service  
Multiple-Award A-E Cost Engineering Contract

Guidelines For Determination of Most Technically Qualified Firm

FAR 16.505 (b)(1)(i) requires us to provide each awardee a fair opportunity to be considered for each order exceeding \$2,500 issued under multiple delivery-order contracts or multiple task-order contracts. The only exceptions to this requirement are those stated in FAR 16.505(b)(2).

**In order to comply with the intent of the fair opportunity requirements,** and the subsequent clauses ((FAR 16.505(b)(1)(ii & iii)) that state 1) The Contracting Officer may exercise broad discretion in developing appropriate order placement procedures, 2) The Contracting Officer should keep submission requirements at a minimum, 3) The ordering procedures may be streamlined, 4) Each awardee should be given fair consideration prior to placing each order over the \$2,500 threshold, and 5) Formal evaluation plans or scoring of technical proposals need not be accomplished, **the selection of the most technically qualified firm, for orders estimated to cost from \$2,500 to \$25,000 will be based on the following:**

A. Is this requirement excepted from meeting the fair opportunity regulations? Yes \_\_\_\_ No \_\_\_\_ (If yes, please explain, and then sign and date form, and submit to PCO identified below. If no, please complete B through D.)

B. Have you considered the capabilities of each of the five firms in meeting your requirement?  
Yes \_\_\_\_ No \_\_\_\_

C. Have you considered the technical qualifications and availability of resources provided by the firms in meeting your requirements? Yes \_\_\_\_ No \_\_\_\_

D. Did you select the most technically qualified firm based upon your review, and after selection, were you able to negotiate a fair and reasonable price with that firm? Yes \_\_\_\_ No \_\_\_\_

If either B, C or D was no, please explain

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The five firms to be considered for each order are (in alphabetical order):

- 1) BTG, Inc/Applied Engineering Solutions, Niceville, Florida
- 2) Construction Cost Systems, Inc., Chicago, Illinois
- 3) Hanscomb, Inc., Alexandria, Virginia
- 4) Project Time and Cost, Inc., Atlanta, Georgia
- 5) U. S. Cost, Inc., Atlanta, Georgia

Using the above stated factors, you have determined the most technically qualified firm to meet your requirement. This will be sufficient to document your files for the decision you made in selecting a firm. After placing your order, please fax this form, along with your order form, to the Procuring Contracting Officer at (404) 730-9643. You may call at (404) 331-4635 or (404) 331-4242 for more information.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

U. S. General Services Administration  
Public Buildings Service  
Multiple-Award A-E Cost Engineering Contract

Guidelines For Determination of Most Technically Qualified Firm

FAR 16.505 (b)(1)(i) requires us to provide each awardee a fair opportunity to be considered for each order exceeding \$2,500 issued under multiple delivery-order contracts or multiple task-order contracts. The only exceptions to this requirement are those stated in FAR 16.505(b)(2).

**In order to comply with the intent of the fair opportunity requirements**, and the subsequent clauses ((FAR 16.505(b)(1)(ii & iii)) that state 1) The Contracting Officer may exercise broad discretion in developing appropriate order placement procedures, 2) The Contracting Officer should keep submission requirements at a minimum, 3) The ordering procedures may be streamlined, 4) Each awardee should be given fair consideration prior to placing each order over the \$2,500 threshold, and 5) Formal evaluation plans or scoring of technical proposals need not be accomplished, **the selection of the most technically qualified firm, for orders estimated to cost from \$25,001 to \$100,000 will be based on the following:**

A. Is this requirement excepted from meeting the fair opportunity regulations? Yes \_\_\_\_ No \_\_\_\_  
(If yes, please explain, and then sign and date form, and submit to PCO identified below. If no, please complete B through D.)

B. Have you considered the specialized experience of each of the interested firms? Yes \_\_\_\_ No \_\_\_\_

C. Have you assessed the technical qualifications and availability of resources submitted by each of the interested firms? Yes \_\_\_\_ No \_\_\_\_

D. Did you select the most technically qualified firm based upon your review, and after selection, were you able to negotiate a fair and reasonable price with that firm? Yes \_\_\_\_ No \_\_\_\_

If either B, C or D was no, please explain.

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The five firms to be considered for each order are (in alphabetical order):

- 1) BTG, Inc/Applied Engineering Solutions, Niceville, Florida
- 2) Construction Cost Systems, Inc., Chicago, Illinois
- 3) Hanscomb, Inc., Alexandria, Virginia
- 4) Project Time and Cost, Inc., Atlanta, Georgia
- 5) U. S. Cost, Inc., Atlanta, Georgia

Using the above stated factors, you have determined the most technically qualified firm to meet your requirement. This will be sufficient to document your files for the decision you made in selecting a firm. After placing your order, please fax this form, along with your order form, to the Procuring Contracting Officer at (404) 730-9643. You may call at (404) 331-4635 or (404) 331-4242 for more info.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

U. S. General Services Administration  
Public Buildings Service  
Multiple-Award A-E Cost Engineering Contract

Guidelines For Determination of Most Technically Qualified Firm

FAR 16.505 (b)(1)(i) requires us to provide each awardee a fair opportunity to be considered for each order exceeding \$2,500 issued under multiple delivery-order contracts or multiple task-order contracts. The only exceptions to this requirement are those stated in FAR 16.505(b)(2).

**In order to comply with the intent of the fair opportunity requirements,** and the subsequent clauses ((FAR 16.505(b)(1)(ii & iii)) that state 1) The Contracting Officer may exercise broad discretion in developing appropriate order placement procedures, 2) The Contracting Officer should keep submission requirements at a minimum, 3) The ordering procedures may be streamlined, 4) Each awardee should be given fair consideration prior to placing each order over the \$2,500 threshold, and 5) Formal evaluation plans or scoring of technical proposals need not be accomplished, **the selection of the most technically qualified firm, for orders estimated to cost greater than \$100,000 will be based on the following:**

A. Is this requirement excepted from meeting the fair opportunity regulations? Yes \_\_\_\_ No \_\_\_\_

(If yes, please explain, and then sign and date form, and submit to PCO identified below. If no, please complete B through E.)

\_\_\_\_\_

B. Have you considered the specialized experience of each of the interested firms? Yes \_\_\_\_ No \_\_\_\_

C. Have you assessed the technical qualifications and availability of resources submitted by each of the interested firms? Yes \_\_\_\_ No \_\_\_\_

D. Did you consider the proposed approach by each of the firms in making your determination of the most highly qualified firm? Yes \_\_\_\_ No \_\_\_\_

E. Did you select the most technically qualified firm based upon your review, and after selection, were you able to negotiate a fair and reasonable price with that firm? Yes \_\_\_\_ No \_\_\_\_

If either B, C, D or E was no, please explain.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The five firms to be considered for each order are (in alphabetical order):

- 1) BTG, Inc/Applied Engineering Solutions, Niceville, Florida
- 2) Construction Cost Systems, Inc., Chicago, Illinois
- 3) Hanscomb, Inc., Alexandria, Virginia
- 4) Project Time and Cost, Inc., Atlanta, Georgia
- 5) U. S. Cost, Inc., Atlanta, Georgia

Using the above stated factors, you have determined the most technically qualified firm to meet your requirement. This will be sufficient to document your files for the decision you made in selecting a firm. After placing your order, please fax this form, along with your order form, to the Procuring Contracting Officer at (404) 730-9643. You may call at (404) 331-4635 or (404) 331-4242 for more info.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## APPENDIX – C

## PROCESSING CONTRACT TASK ORDERS

## I. FORMAT FOR CONTRACT TASK ORDERS

Contract Task Orders will be issued using the GSA Form 300 (or other appropriate Ordering Agency Form), Order for Supplies and Services; Attachments forming part of each contract Task Order may be used, such as for lengthy Statements of Work, etc. Virtually all contract Task Orders will be priced with an appropriate fixed dollar value in order to be valid. The appropriate Ordering Agency order form normally the Standard Form 30 will be used should it become necessary to modify any contract Task Orders.

## II. BASIC FORMAT FOR STATEMENTS OF WORK

- a. Project Identification.
- b. Location(s).
- c. Construction Contract Number (when applicable).
- d. Estimated Construction Cost Range or Amount, whichever is applicable.
- e. Performance Requirements/Project Description:
  - (1) Background/Current Perspective.
  - (2) Objectives.
  - (3) Project Requirements.
  - (4) Application of Technical Criteria, Existing Studies, etc.
  - (5) Related Project Contract Tasks (when applicable).
  - (6) Coordination/Liaison.
  - (7) Special Issues/Considerations.
  - (8) Options Reserved for Incremental Requirements.
- f. Schedule of Submissions, and Work Completion Date.
- g. Schedule of Payment Meetings and Payments.

## III. REQUIRED DISTRIBUTION

Copy-1: Paying Office (GSA or appropriate Ordering Agency Finance).

Copy 2: Contractor.

Copy 3: **Regional** Contracting Officer's official contract file.

Copies 4, & 7: **Regional** Contract Task Order File.

**Copy 5: Procuring Contracting Office , GSA, PBS, Region 4, Atlanta, GA.**

Copy 6: Receiving Report (Paying Office), unless using GSA Form 3025 or SF 1034.

## IV. REQUIRED FUNDING DATA

- a. GSA Form 49 and GSA Form 300 (or appropriate Ordering Agency Procurement Forms) as applicable:
  - Order Number (example P0400MY0001)
  - Contract Number (example GS04P00MYD0002)
  - ACT Number (example P12345678)

Fund (ex.192X); Org Code (ex. P00Y0006); B/A code (ex. 61); O/C Code (ex. 25);

Func code (ex. RK1); C/E Code (ex. 516); Proj.No.; CC-A; W/Item; CC-B.

**SEE ATTACHED:Contract Report for Task Orders against the Indefinite Quantity Ceiling (IQC).**

Reimbursable Work Authorization

**REIMBURSABLE WORK AUTHORIZATION**

1. DATE OF REQUEST				2. RWA NUMBER <i>(GSA Use only)</i>			
3. NAME OF AGENCY						4. WORK SITE	
5A. AGENCY CONTACT NAME							
5B. CONTACT'S TELEPHONE NO.	AREA CODE	PHONE NUMBER	EXT.				
5C. CONTACT'S FAX NUMBER	AREA CODE	PHONE NUMBER					
5D. E-MAIL						5E. CONTACT ADDRESS	

6. DESCRIPTION OF REQUESTED WORK:

CHECK AS APPROPRIATE		10. REQUESTED WORK DATES		13A. FED CODE		13B. BUREAU CODE	
<input type="checkbox"/> 7. Plans Attached		A. START		14A. AGENCY FINANCE BILLING ADDRESS			
<input type="checkbox"/> 8. Modification		B. COMPLETION					
9A. BILLING TYPE	9B. BILLING TERMS	11. AGENCY CERT. AMT.					
12A. AGENCY LOCATION CODE		12B. AGENCY ID #	12C. FUND CODE	14B. STREET ADDRESS			
12D. AGENCY ACCOUNTING DATA: (LIMITED TO 60 CHARACTERS)				14B. CITY		14C. STATE	14D. ZIP CODE
15A. CERTIFYING OFFICIAL'S SIGNATURE				15B. DATE		16A. CREDIT CARD NUMBER	
15C. NAME OF SIGNER <i>(Type or Print)</i>				16C. TYPE OF CARD <i>(i.e., VISA)</i>		16B. EXP. DATE	
				16D. CARD HOLDER'S NAME <i>(TYPE OR PRINT)</i>			
				17. CERTIFYING OFFICIAL'S PHONE NUMBER			
				AREA CODE		PHONE NUMBER	EXT.

GSA will bill in accordance with FPMR Part 101-21.604(e)

**FOR GENERAL SERVICES ADMINISTRATION USE ONLY**

18. PROJECT NO.		19A. ORGANIZATION CODE		19B. B/A CODE		19C. BOAC CODE		19D. CORRES. SYMBOL	
20. BRIEF PROJECT DESCRIPTION (LIMITED TO 25 CHARACTERS)									
21. Action (Check One)					22. PLEASE CHECK IF APPROPRIATE				
<input type="checkbox"/> NEW <input type="checkbox"/> CHANGE <input type="checkbox"/> DELETE <input type="checkbox"/> COMPLETE					<input type="checkbox"/> COST BREAKDOWN ATTACHED <input type="checkbox"/> MULTIPLE BLDG. FUNCTION <i>(See Reverse)</i>				
23. <input type="checkbox"/> FIXED PRICE <u>DOES NOT</u> APPLY				24. <input type="checkbox"/> GUARANTEE <u>DOES NOT</u> APPLY			25. AGREED UPON COMPLETION DATE		
26A. ORGANIZATION CODE		26B. BUILDING NUMBER		26C. LEASE NUMBER		26D. F/C		26E. O/C	
								26F. TOTAL	
26G. GRAND TOTAL									
27A. GSA APPROVING OFFICIAL'S SIGNATURE				27B. DATE		27C. TELEPHONE NUMBER			
						AREA CODE		NUMBER	
								EXT.	
27D. SIGNER'S NAME <i>(Type or Print)</i>				28. POINT OF SALE TERMINAL <i>(For Credit Card Purchases Only)</i>					
				<input type="checkbox"/> A. FINANCE			<input type="checkbox"/> B. PBS		
29A. CERTIFICATE OF COMPLETION SIGNATURE				29B. SIGNER'S NAME <i>(Type or Print)</i>			29C. COMPLETION DATE		

**GENERAL SERVICES ADMINISTRATION**



## CONTRACTOR PERFORMANCE EVALUATION

<u>ORDERING AGENCY</u>		
<u>Name of Ordering Agency</u>	<u>Location of Ordering Agency</u>	<u>Services Acquired</u>
<u>Contracting Officer</u>	<u>Contracting Officer's Representative</u>	<u>Date</u>
Name	Name	Order Issuance
Phone Number	Phone Number	Order Completion
E-Mail	E-Mail	Performance Evaluation

1. Contractor's Name \_\_\_\_\_
2. Contractor's Location \_\_\_\_\_
3. Contractor Point of Contact \_\_\_\_\_
4. GSA Contract Number \_\_\_\_\_
5. Delivery Order Number \_\_\_\_\_

Questionnaire – Please check or fill in appropriate boxes. Comments are accepted.

1. How would you rate the Contractor's understanding of the Government's requirement?

Exceptional \_\_\_\_\_ Good \_\_\_\_\_ Average \_\_\_\_\_ Below Average \_\_\_\_\_

2. How would you rate the quality of services provided?

Exceptional \_\_\_\_\_ Good \_\_\_\_\_ Average \_\_\_\_\_ Below Average \_\_\_\_\_

3. How would you rate the Contractor's responsiveness to your requirement?

Exceptional \_\_\_\_\_ Good \_\_\_\_\_ Average \_\_\_\_\_ Below Average \_\_\_\_\_

Appendix E  
Contractor Performance Evaluation

4. How would you rate the Contractor's ability to be a progressive team member?

Exceptional \_\_\_\_\_ Good \_\_\_\_\_ Average \_\_\_\_\_ Below Average \_\_\_\_\_

5. How would you rate the effectiveness of the product the Contractor provided?

Exceptional \_\_\_\_\_ Good \_\_\_\_\_ Average \_\_\_\_\_ Below Average \_\_\_\_\_

6. How would you rate the Contractor's quality assurance program?

Exceptional \_\_\_\_\_ Good \_\_\_\_\_ Average \_\_\_\_\_ Below Average \_\_\_\_\_

7. On a scale of 1 to 10, how would you rate the overall performance of the Contractor?

\_\_\_\_\_ 1 – Failure  
10 – Outstanding

8. Would you consider using this firm on another task order? Yes \_\_\_\_\_ No \_\_\_\_\_

9. Would you recommend this firm to another Agency ? Yes \_\_\_\_\_ No \_\_\_\_\_

10. General Comments

ARCHITECT - ENGINEER  
AND RELATED SERVICES QUESTIONNAIRE  
FOR SPECIFIC PROJECT

The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163.

STANDARD FORM 255 - SECTION 6 & 7

KEY PERSONS, SPECIALISTS, AND INDIVIDUAL  
CONSULTANTS COMMITTED TO THIS CONTRACT

(NOTE: The terms "Key Persons, Specialists, and Individual Consultants" refers to individuals who will have major project responsibility or who will provide unusual or unique capabilities for the project(s) under consideration)

Standard Forms 254 and 255 are modified to revise the definition of Architect-Engineer Services as follows:

FAR 53.236-2(b) and (c): (1) Professional services of an architectural or engineering nature associated with research, development, design, construction, alteration, or repair of real property that are required by virtue of law to be performed by a registered or licensed architect or engineer; or

(2) Such other professional services, as determined by the contracting officer, which uniquely or to a substantial or dominant extent logically require performance by a registered or licensed architect or engineer; and

(3) Incidental services that members of the architect-engineer professions or those in their employ may logically or justifiably perform in conjunction with professional architect-engineer services acquired by Pub. Law 92-582 procedures.

## ARCHITECT - ENGINEER CONTRACT

### SMALL BUSINESS SUBCONTRACTING PLAN FOR VARIOUS PROJECTS

#### REQUIREMENTS:

These are material contract requirements

A Small Business Subcontracting Plan is required if the A-E is a Large Business. Because selection for this contract is based upon professional qualifications, subcontracting shall be limited to the firms specifically identified and agreed to during contract negotiations. After award, the A-E is required to obtain the Contracting Officer's written consent before any substitutions or additions are made.

The small business goals in your "Small Business and Small Disadvantaged Business Subcontracting Plan" must include acceptable goals.

Of the total dollar amount for subcontracting,

23% GOAL amount must be for small business enterprises,

5% GOAL amount of the small business amount must be to small disadvantaged businesses,

5% GOAL amount of the small business amount must be to small women-owned businesses, and

1.5% for Hub Zone small businesses

The subcontracting plan must be in the required format (see FAR Clause 52.219-9)



## Appendix H

### Contractor Quarterly Reporting Requirements

[illegible]

Appendix I  
Qualifications of Contractor Labor Categories